

DEMAREST CUSTODIAL ASSOCIATION

JULY 1, 2017 TO JUNE 30, 2020

RECOGNITION

- A. The Board recognizes the Association as the exclusive collective bargaining representation of all members of the custodial staff.
- B. Whenever the word "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Paragraph A above.
- C. Whenever the work "part-time employee" is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in Paragraph A above.

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through superintendent of schools, shall continue to have the exclusive right to take any action it deems appropriate in the Superintendence management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board's failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

ARTICLE I

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

- A. Custodians regularly employed 30 hours weekly are eligible for paid Health Benefits including Dental coverage, for their immediate family after the 60 day probationary period.
- B. The Board shall provide insurance protection for individual employees covered by this Agreement and their families, including civil union partners in accordance with New Jersey Law, under the New Jersey State Health Benefits Program. Employees shall contribute to his/her medical coverage in accordance with the Tier IV rate set forth in Ch. 78, P.L. 2011.
- C. The Board shall pay in full, per annum for current staff members, in each year of this Agreement towards the premiums for dental insurance covering the existing staff.
- D. By law, N.J.S.A 18A:16-3, the Board shall pay up to \$125 of any physical examination performed by a doctor selected by the Board. The employee has the right to select his/her own doctor in which case the employee is responsible for the cost of the examination.
- E. A non-pensionable stipend will be paid to those paying for health benefits. Employees with 15 or more years of service in the district will receive \$415 per annum. Those with more than five years but less than 15 years of in-district service will receive \$165 per annum and

those with up to and including five years in district will receive \$65 per annum. This amount will be paid in February and may be prorated for lesser service. The provision is to be in effect until June 30, 2020.

ARTICLE II

SICK LEAVE

- A. Full time Custodians shall be allowed twelve (12) days for personal illness in a school year on a prorated basis. Personal illness leave not utilized by a Custodian in any one year shall be accumulated and may be used for personal illness in subsequent years so long as the Custodian continues employment in the school district.

Custodians who, after serving ten (10) years of continuous service in the Demarest School District, and actually retire from the Public Employment Retirement System, shall receive moneys for each day of sick leave which they have accumulated but have not used as per the following schedule:

\$25.00 per day -	1-50 accumulated days
\$30.00 per day -	51-100 accumulated days
\$35.00 per day -	100-150 accumulated days

Days accumulated in excess of 150 days have no dollar value upon retirement.

ARTICLE III

PERSONAL LEAVE

- A. Custodians will be granted three (3) personal days annually, following their probationary period. Personal days will be prorated based on the employee's status. All unused personal days shall be accumulated as unused sick leave from year to year.

ARTICLE IV

JURY DUTY

- A. An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court.

ARTICLE V

BEREAVEMENT LEAVE

- A. When a death occurs in an employee's immediate family (husband, wife, children, mother, father, as well as brothers or sisters and civil union partners in accordance with New Jersey Law), the employee shall be allowed five (5) days absence without loss of pay.

- B. When the death of an employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law immediate grandparent or grandchild, the employee shall be allowed three (3) days' absence without loss of pay.
- C. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) days' absence without loss of pay.

ARTICLE VI

PREMIUM PAY

- A. All work performed in excess of forty (40) hours in a calendar week shall be paid for at one and one-half (1 ½) times the regular rate of pay. Sick leave shall not count as hours worked for overtime purposes.
- B. All work performed on Saturday shall be paid for at one and one-half (1 ½) times the regular rate of pay beyond forty (40) hours.
- C. All work performed on Sunday shall be paid at two (2) times the regular rate of pay beyond forty (40) hours.
- D. For any emergent overtime call, employee shall be guaranteed a minimum of two (2) hours employment compensation.

ARTICLE VII

HOURS OF WORK

- A. The full time work day will consist of eight hours per day and an additional unpaid one-half (1/2) hour for lunch.

ARTICLE VIII

HOLIDAYS

- A. Custodians shall not be required to work on the following holidays, if school is not in session. If school is in session on one of these holidays, the Custodian shall report to work, but shall be given a compensatory day as approved by the immediate supervisor.

New Year's Day	Martin Luther King Day
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Thanksgiving Friday	Christmas Eve
Christmas Day	New Year's Eve

A holiday falling on a Saturday or a Sunday shall be observed on the prior Friday or following Monday if school is not in session, as determined by the Chief School Administrator.

In the event a holiday(s) cannot be taken because school is in session, an equal number of substituted holidays, in In-Lieu Day, shall be granted to the employee.

ARTICLE IX

VACATIONS

- A. Custodians employed 12 full months prior to July 1 shall receive ten (10) days vacation if, on that date, a Custodian has been employed less than 12 full months, but more than the 60 day probation period, the vacation will be prorated. Vacation time shall not be accrued during the provisional time. Custodians with at least five (5) years of continuous employment shall receive fifteen (15) vacation days. Custodians with at least ten (10) years of continuous employment shall receive twenty (20) vacation days. Vacation Day requests must be submitted in advance and approved by the immediate supervisor and the Chief School Administrator. Every effort should be made to utilize vacation days when school is not in session.
- B. For seniority to prevail, vacations shall be selected and scheduled by May 15 of each year.
- C. Employees are required to use all of his/her annual accrued vacation leave each year and will only be permitted to carry over vacation leave into the subsequent year, with the Superintendent's prior approval, if the vacation leave could not be used due to business necessity. An employee may carry up to five (5) days before September 1st, following the year of accrual.

ARTICLE X

UNIFORMS – PROTECTIVE CLOTHING

- A. The Board will pay up to \$400 annually to provide a Custodian with a uniform. New employees will be allocated up to \$450 in their first year to purchase necessary uniforms, after their probationary period. Purchase amount is prorated for part time employees. Said uniforms remain the property of the Board and are maintained by the Custodian. I.D. badges will be worn in lieu of names sewn on uniforms.

ARTICLE XI

CUSTODIAL SALARY SCHEDULE

STEP	2017-18	2018-19	2019-20
1	34,758	35,200	35,917
2	35,305	35,747	36,464
3	36,015	36,451	37,168
4	36,728	37,205	37,932
5	37,442	37,884	38,601
6	38,158	38,600	39,317
7	38,885	39,321	40,038
8	39,629	40,065	40,792
9	39,934	40,376	41,103
10	40,692	41,134	41,851
11	42,132	42,574	43,291
12	43,219	43,661	44,378
13	43,782	44,216	44,933
14	45,353	45,787	46,514
15	46,831	47,265	47,992
16	48,359	48,801	49,527
17	50,664	51,106	51,833

Custodians employed prior to December 31 in a school year will move vertically up one step on the next year pay scale. Custodians employed after January 1 in a school year will move horizontally and remain on the same step.

ARTICLE XII

REQUIREMENT - CDL – S

All custodians covered by this agreement must acquire a CDL-S Endorsement School Bus License if your assignment is a day shift (normally between the hours of 7:00 A.M – 4:00 P.M.) at any school. Failure to secure the required CDL-S Endorsement School Bus License prior to September 1st annually, said custodians will be placed on an alternate shift and/or building, based on the school district needs and administration recommendation.

ARTICLE XIII

STIPENDS

Black Seal License	\$1,500	per person
CDL S endorsement	\$1,500	per person
Longevity after year 4	\$1,000	per person
Longevity after year 10	\$1,000	per person
Night Differential	\$1,250	per person
Bus Driver-after school event	\$100	per event
Custodian in Charge	\$8,000	per district

ARTICLE XIV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee, or the Association, based upon the interpretation, application, or violation of this Agreement, Board Policy, or administrative decision, affecting terms and conditions of employment.
2. An "aggrieved person" is the person, persons, or the Association making the claim.
3. "Association" means the D.C.A. or a committee designated by the D.C.A.

B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the immediate supervisor within ten (10) work days after cause of complaint arises. The immediate supervisor shall give his/her written answer in the FIRST STEP.

SECOND STEP: If no satisfactory settlement is reached in the in the FIRST STEP, the aggrieved person shall parent the grievance to the superintendent in writing within five (5) work days after the immediate supervisor shall have given his/her written answer in the FIRST STEP.

Within ten (10) work days after the presentation of such grievance, the superintendent or a designee shall meet with the aggrieved person or a designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The superintendent or a designee shall render a written decision within five (5) work days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (10) work days after the receipt of the answer at the SECOND STEP, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance, to the extent that it pertains to an interpretation, application, or violation of the terms of the Agreement, shall not have been resolved in the foregoing steps, the Association shall have the right to request the Public Employment Relations Commission, to furnish one arbitrator to consider the grievance and render findings, which said findings shall be binding upon the parties. The rules of PERC shall apply.

Such request for arbitration shall be made within ten (10) work days after the receipt of the Board's written decision under the THIRD STEP and a copy of said request shall be filed with the superintendent.

The arbitrator shall bill the Association and the Board separately for one-half (1/2) of the costs of his/her services.

A non-tenured custodian shall not be permitted to arbitrate a grievance challenging his/her non-renewal.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in Paragraph B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice. When a member is not represented by the Association, the Association may be present and state its view.

When submitting the grievance to the administrator or Board at any of the steps, the member or Association shall give written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives, or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communication, records, etc., dealing with a specific grievance shall be stored in a separate grievance file in the superintendent's office and not in the personnel file of the participants.

ARTICLE XV

SAVINGS CLAUSE

If, during the term of this employment agreement, it is found that a specific clause of this employment agreement is contrary to federal or state law, the remainder of the employment agreement not affected by such ruling shall remain in full source and effect. The parties hereto represent to each other that they remain in full force and effect. The parties hereto represent to each other that they fully understand the terms and conditions of this employment agreement, and agree to be bound by same pursuant to the rules and regulations of the Department of Education and the laws of the State of New Jersey.

ARTICLE XVI

MODIFICATION CLAUSE

The terms and conditions of this employment agreement shall not be modified except by the written consent of both parties. Any amendments to the Employment Agreement shall not create a new agreement or agreement term but shall only constitute an amendment to the existing employment contract.

ARTICLE XVII

TERMINATION CLAUSE

In the event an Employee intends to terminate his/her employment with the Board or the Board desires to terminate the employment an employee, each may do so for any reason or for no reason. The party desiring to do so shall provide at least thirty (30) calendar days notice to the other of such party's intent to terminate employment.

IN WITNESS WHEREOF, the parties have hereunto set forth their hands and seals or caused this agreement to be signed by their corporate officers and their proper corporate seals to be hereto affixed the day and year first written above.



For the Demarest Custodian Association

1/17/18

Date



Witness



President, Demarest Board of Education

1/16/18

Date



Witness: T. Perez, SBA/Bd. Secretary

